

CHICAGO AND



TRANSPORTATION COMPANY

REGISTRATION NO. 8764-B JAN 10 1985

JAN 10 1985 1 45 PM

INTERSTATE COMMERCE COMMISSION

OFFICE OF THE SECRETARY

DIRECT DIAL NUMBER

January 9, 1985

File No.: A-9991 (A-351)<sup>(312) 559-6167</sup>

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Bayne:

*8764-B*  
Pursuant to Section 11303 (formerly Section 20c), of the Interstate Commerce Act, as amended, attached for recordation are counterparts of Release and Bill of Sale dated January 2, 1985, which is the final release of equipment under Conditional Sale Agreement and Agreement and Assignment, both dated March 22, 1977, assigned Recordation No. 8764. Also, Statement of New Numbers dated December 29, 1978 was assigned Recordation No. 8764-A.

Enclosed is our check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation data.

5-010A088

Sincerely,

No. *[initials]*  
Date JAN 10 1985  
Fee \$ 10.00  
ICC Washington, D.C.

*Joan A. Schramm*

Joan A. Schramm  
Assistant Secretary

Enclosure

cc: R. D. Smith  
D. L. Boger  
G. R. Charles  
R. R. DeWitt  
M. R. Jeske

cs/d2/32 4

*counterpart to S. PR*  
JAN 10 1 40 PM '85  
NOTED FOR DEPT. OF JUSTICE  
100-471701  
100-471701

**Interstate Commerce Commission**  
Washington, D.C. 20423

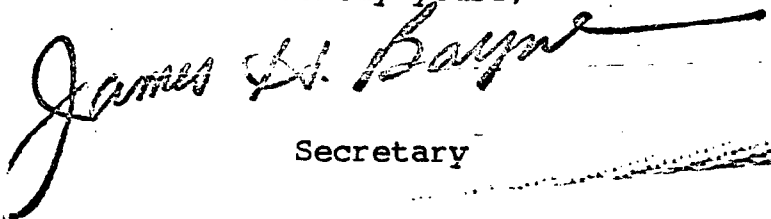
**OFFICE OF THE SECRETARY**

Joan A. Schramm  
Chicago and NorthWestern Trans. Co.  
One North Western Center  
Chicago, Il. 60606

Dear Ms. Schramm

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on January 10 at 1:45 PM and assigned recordation number(s). 8764-B, 8864-A, 9016-B, 9104-A and 9144-A

Sincerely yours,

  
Secretary

Enclosure(s)

JAN 10 1985 -1 45 PM

INTERSTATE COMMERCE COMMISSION

Counterpart No. \_\_\_\_\_ of \_\_\_\_\_

A-9991  
A-351RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of March 22, 1977, (hereinafter called the "Conditional Sale Agreement") between NORTH WESTERN LEASING COMPANY, a Delaware corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "Railroad"), Seller agreed to sell and deliver to the Railroad, and Railroad agreed to purchase eight (8) units of various Maintenance-of-Way equipment, five (5) enclosed bi-level auto racks, six (6) ore cars, three (3) 50' 1" refrigerated boxcars and one (1) covered hopper car described on Schedule A attached to the Conditional Sale Agreement, (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of March 22, 1977 (hereinafter called the "Agreement and Assignment") between Seller and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Assignee"), Seller sold, assigned, transferred and set over all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, by Statement of New Numbers dated as of December 29, 1978, executed by Railroad and consented to by Assignee, Railroad Nos. 2614 and 2620 were changed to Railroad Nos. 112605 and 112551; and

WHEREAS, Assignee has received from Railroad full payment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railroad with respect to the Equipment have been satisfied in full;

NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railroad, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement and Agreement and Assignment.

Assignee does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and

clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Banking Officer, this 2 day of Jan, A.D. 1985.

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

By   
Vice President

(Seal)

ATTEST:

  
Banking Officer

STATE OF ILLINOIS )  
COUNTY OF C O O K ) SS

On this 2ND day of JANUARY 1985,  
before me personally appeared PETER D. HORNE and JILLIAN P. COSTA  
to me personally known, who,  
being by me duly sworn, says that they are, respectively, a Vice  
President and a Banking Officer of Continental Illinois National  
Bank and Trust Company of Chicago, a corporation, that the seal  
affixed to the foregoing instrument is the corporate seal of said  
corporation; that said instrument was signed and sealed on behalf  
of said corporation by authority of its Board of Directors, and  
they acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

Lileen Hudson  
Notary Public

## My Commission Expires

October 13, 1986

